

IN THE DISTRICT COURT OF BECKHAM COUNTY  
STATE OF OKLAHOMA

MATTHEW BYNUM and  
SHERREY BYNUM,

Plaintiffs,

vs.

STATE FARM FIRE and CASUALTY  
COMPANY, and BILLY BEST

Defendant.

No. CJ-2018- *66*

BECKHAM COUNTY  
FILED  
MAY 07 2018  
BY DONNA HOWELL, COURT CLERK  
DEPUTY

**PETITION**

COME NOW Plaintiffs, Matthew and Sherrey Bynum, and for their causes of action against Defendant State Farm Fire and Casualty Company states as follows:

1. Matthew and Sherrey Bynum reside in Elk City, Oklahoma.
2. Defendant State Farm Fire and Casualty Company ("State Farm") is believed to be a foreign corporation with its home office in Bloomington, Illinois. State Farm is an insurance company doing business in Oklahoma.
3. Billy Best is an individual who is believed to reside in Oklahoma City.
4. The real property at issue in this litigation is located in Elk City, Beckham County, Oklahoma.
5. Plaintiffs are the owners of a home located at 128 Fairway Drive in Elk City. Until May 16, 2017, Plaintiff and their children resided in the home.
6. Plaintiffs' home has been insured with State Farm for many years under Policy No. 36-BPB669-7. Plaintiffs have faithfully paid their premiums and otherwise fulfilled all obligations required of them under the policy.

7. On May 16, 2017, severe weather and multiple tornadoes struck Elk City, Oklahoma causing catastrophic damage and ripping through neighborhoods, including Plaintiffs'. Plaintiffs' home suffered severe damage from the storm, strong winds and/or a tornado. Plaintiffs have been displaced from their home since May 16, 2017.

8. The damage to Plaintiffs' home was covered under the terms of their State Farm policy.

9. Plaintiffs submitted a claim to State Farm for policy benefits.

**ACTION AGAINST DEFENDANT STATE FARM**

10. State Farm breached its contract of insurance by failing and refusing to pay the policy benefits, thereby causing injury and damage to Plaintiffs. State Farm breached the contract in a variety of ways including, but not limited to, underestimating the loss, failing to investigate the full extent of loss, failing to pay for all covered damages and necessary repairs, taking improper depreciation, prematurely cutting off Additional Living Expense coverage, and failing to honor and comply with the policy's appraisal provision.

11. Plaintiffs fully complied with the appraisal provision of the State Farm policy, the amount of loss was established pursuant to the appraisal provision of the policy, and State Farm has failed and refused to pay the appraisal-established loss amount, all in direct violation of the policy.

12. State Farm ignored and/or deliberately failed to investigate, remediate, remove and/or pay for wet interior construction materials, thereby directly causing, through the insurer's own conduct, the growth, proliferation and spread of toxic mold throughout the home.

13. State Farm breached its duty of good faith and fair dealing owed to Plaintiff.

14. State Farm violated one or more provisions of the Oklahoma Consumer Protection Act, including engaging in unfair and deceptive practices.

15. State Farm has a pattern and practice of similar unfair, deceptive and unlawful actions. State Farm's acts and omissions with regard to Plaintiffs' claim were in reckless disregard of its obligations to its insured under the policy. State Farm acted intentionally and with malice in placing its own financial interests ahead of its insureds. State Farm should be punished for engaging in reckless, intentional and malicious conduct towards its insureds and to serve as an example to State Farm and others who might attempt the same type of conduct.

**ACTION AGAINST DEFENDANT BILLY BEST**

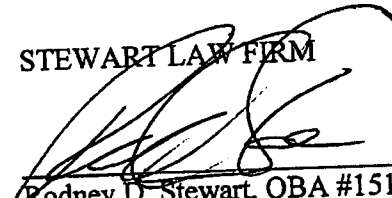
16. Defendant Billy Best, who is believed to have been employed by Defendant State Farm during the pendency of Plaintiffs' claim, on one or more occasions, unlawfully trespassed upon Plaintiffs' property, gained access to and entered Plaintiffs' home without their permission, and invaded Plaintiffs' privacy for nefarious reasons. The reasons for his trespass and invasion of privacy will be the subject of discovery herein.

WHEREFORE, premises considered, Plaintiffs Matthew and Sherrey Bynum pray for judgment against Defendants State Farm Fire and Casualty Company and Billy Best in an amount in excess of \$75,000.00, together with all attorneys' fees, interest and cost of this action. Additionally, Plaintiffs prays for exemplary damages against State Farm and for such additional relief as this Court deems equitable and proper.

**JURY TRIAL DEMANDED**

**ATTORNEY'S LIEN CLAIMED**

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